

BRIO HOMEOWNERS ASSOCIATION

VIOLATION ENFORCEMENT POLICY

Effective: July 1, 2017

Pursuant to Utah Community Association Act, the BRIO Homeowners Association Declaration of Covenants, Conditions and Restrictions (the "Declaration") Article 3, and the By-Laws (the "Bylaws") Article 3, the Board of Directors adopts the following Violation Enforcement Policy, with all capitalized terms having the same meaning as in the Declaration.

1. Establishment of a Violation.

- a. Architectural. Without the prior written approval of the Design Review Committee (Except as otherwise provided in Article 4 or elsewhere in the Residential Declaration): (i) no improvements (whether temporary or permanent), alterations, repairs, excavation, grading, lighting, landscaping, or other work (including, without limitation, exterior painting) which in any way alters the exterior appearance of any Lot or Parcel or any improvements thereon from its natural or improved state existing on the date of the Tract Declaration or such portion of the Covered Property is recorded shall be made or done; (ii) no building, fence, wall or residence, or other structures shall be commenced, erected, maintained, improved, altered or made on any Lot or Parcel. All subsequent additions to or changes or alterations to any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade, lighting or landscaping of any Lot or Parcel shall be subject to prior written approval of the Design Review Committee. Any action contrary will be deemed as a "Violation" under this Violation Enforcement Policy for all purposes.
- b. Use Restrictions. Any activity or condition allowed to exist on any Lot that is in conflict with Rules of the Declaration and which is not expressly authorized by the Board is deemed a "Violation" under this Violation Enforcement Policy for all purposes.

2. Notice of Violation.

- a. Initial Reminder Notice – Upon verification of the existence of a Violation by the Management staff ("Management"), Management will send a "Courtesy Notice" via letter to the Owner which will notify the recipient of the following:

- (i) The nature, description, location of the Violation; and
 - (ii) Contact information and reference information on the rules of the Association, in the event that the owner may simply be unaware that the noted problem is in fact considered a "violation";
 - (iii) A pleasant request to remedy the "Violation" within fourteen (14) days or less

- b. Notice of Violation. Upon verification of the existence of a Violation by the Management staff, and after the "Courtesy Notice" has been sent and timeframe for compliance expired, Management will send to the Owner a written notice that the violation exists. The "First Notice" will inform the recipient as follows:
 - (i) The nature, description and location of the Violation; and
 - (ii) A request to remedy the Violation within fourteen (14) days or less; and
 - (iii) Notice that if the Violation has already been corrected, or plans and specifications for subject improvement have been submitted to the Design Review Committee, to disregard the notice.

- c. Second Notice of Violation/Failure to Remedy. Failure to (i) cease all work immediately upon receipt of the First Notice of Violation, or (ii) remedy the violation at the expiration of fourteen (14) days of the First Notice of Violation, the Board shall be authorized and empowered to cause such action to be taken as described in Section 7.4 of the Declaration. Should the Board choose to impose monetary penalties to the Owner of the Lot, the Owner is entitled to a hearing prior to any fine being imposed (By-Laws, Article 3, Section 3.21). The "Second Notice" will inform the recipient of the following:
 - (i) The nature, description and location of the Violation; and
 - (ii) A request to remedy the Violation within fifteen (15) days or less; and
 - (iii) The proposed sanction to be imposed

- (iv) A statement that the alleged Violator may present a written request for a hearing to the Board within fifteen (15) days of the date of the Second Notice
 - (v) A statement that the proposed sanction will be imposed as contained in the Second Notice unless a request for hearing is received by the Board within fifteen (15) days of the date of the Second Notice
- d. Fine Structure. Any fine imposed pursuant to the provisions of Paragraph 2 shall be imposed at the rate of:

\$25.00 per occurrence fine and an additional “accruing fine” of \$140.00 for every fourteen (14) days until the violation has been remedied. Once the total fine (occurrence and accruing) reaches \$95.00, Self-Help and/or Injunctive Relief can/will be enacted to obtain compliance.

Should the same violation recur more than three times within one year of its original occurrence, the most recently imposed occurrence fine may be doubled for the latest violation.

3. **Corrective Action.** Where a Violation is determined to exist and referred to the appropriate Committee or Board of Directors of the Association pursuant to this Violation Enforcement Policy, Management, with the approval of the Board, may undertake to cause the Violation to be corrected, removed or otherwise abated if Management, in its reasonable judgment, determines the Violation may be corrected, removed or abated without undue expense and without breach of the peace. Where management decides to initiate such action, the following will apply:

- a. Management must give the Owner and any third party directly affected by the proposed action prior written notice of undertaking of the action. Such notice may be given at any time.
- b. Cost incurred in correcting or eliminating the Violation will be charged back to the Owner’s account as an Additional Assessment as set forth in Article 7.4 of the Declaration.
- c. The Association, and its agents and contractors, will not be liable to the Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 3 where the Association and its agents have acted reasonably and in conformity with this Violation Enforcement Policy.

4. **Referral to Legal Counsel.** Where a Violation is determined to exist and is referred to the Board of Directors of the Association pursuant to any of the provisions of this Violation Enforcement Policy, and where Management deems it to be in the best interests of the Association, the Board may, at any time during the enforcement process, refer the Violation to legal counsel for action seeking injunctive relief against the Owner to correct or otherwise abate the Violation, or to pursue any other legal or equitable remedy that may be available to the Association.

5. **Notices.**
 - a. Any notice required by this Deed Violation Enforcement Policy to be given, sent, delivered or received in writing will be deemed to have been given, sent, delivered or received as the case may be, upon the earlier to occur of the following:
 - (i) When the notice is delivered by telecopy, the notice is deemed delivered when the sender receives a facsimile acknowledgment acknowledging delivery of telecopy.
 - (ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered as of the date the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Second Notice of Violation will be sent certified mail, return receipt requested.
 - b. Where the interests of an Owner have been handled by a representative or agent of such Owner or where Owner has otherwise acted so as to put the Association on notice that its interests in a Lot has been and is being handled by a representative or agent, any notice or communication from the Association or Management pursuant to this Violation Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

6. **Cure of Violation During Enforcement.** An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Violation Enforcement Policy. Upon verification by Management that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist and the Notice of Violation closed. The Owner will remain liable

for all costs and fines under this Violation Enforcement Policy, which costs and fines, if not paid upon demand, will be referred to the Association for collection as an Additional Assessment pursuant to Article 9 of the Declaration. If the Violation reoccurs within 12 months of the previous same Violation, the notification procedure will begin at the "Second Notice of Violation" step above.